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ATTORNEYS FOR ARCHON GROUP, L.P.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:	§	Chapter 11
	§	
CIRCUIT CITY STORES, INC., et al.	§	Case No. 08-35653-KRH
	§	
Debtor.	§	Jointly Administered

**LIMITED OBJECTION OF ARCHON GROUP, L.P. TO MOTION OF DEBTORS
FOR ORDER UNDER BANKRUPTCY CODE SECTION 365(d)(4) EXTENDING
TIME WITHIN WHICH DEBTORS MAY ASSUME OR REJECT
UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

Archon Group, L.P., contractual asset manager for WXIII/PWM Real Estate Limited Partnership (collectively "Landlord"), files this *Limited Objection to Motion of Debtors for Order Under Bankruptcy Code Section 365(d)(4) Extending Time Within Which Debtors May Assume or Reject Unexpired Leases of Nonresidential Real Property* ("Extension Motion") [Dkt. No. 290] and respectfully states as follows:

BACKGROUND FACTS

1. Debtors filed the Extension Motion on November 20, 2008, pursuant to Bankruptcy Code section 365(d)(4), seeking a 90-day extension of the standard 120-day period

within which the Debtors must assume or reject certain unexpired leases of nonresidential real property (the requested additional 90-day period is hereinafter referred to as the “Extension Period”), including those leases are listed on Exhibit “A” to the proposed order accompanying Debtors’ Extension Motion (the “Leases”).

2. Landlord is the lessor under an unexpired nonresidential lease of real property with Circuit City Stores, Inc. located in the Prestonwood Town Center, 5301 Beltline Blvd., Suite 11, Dallas, Texas. The Lease with Landlord is one of the Leases that would specifically be subject to the relief requested in the Extension Motion.

RELIEF REQUESTED

3. Landlord objects to the Court’s entry of an order granting the Extension Motion only to the extent that such order would prejudice the right of Landlord, or any other affected landlord, to move to compel the Debtors’ earlier assumption or rejection of a Lease at a later date, in the event such relief becomes necessary.

4. Debtors will not be prejudiced by a reservation of rights in the Court’s order of an affected landlord to request an earlier assumption or rejection of a particular Lease in the event that its circumstances change during the Extension Period. The Debtors filed their chapter 11 petitions on November 10, 2008 – only ten days prior to filing the Extension Motion. Although Landlord wishes to allow Debtors sufficient time to evaluate their operations and chapter 11 strategies, at this early stage in the bankruptcy cases it is too soon for the affected landlords to discern whether cause may later arise to shorten the Extension Period.

5. Accordingly, Landlord requests that any order entered in connection with the Debtors’ Extension Motion provide that the Extension Period is granted without prejudice to any right of any landlord to thereafter file a motion with the Court for a hearing to consider the

reduction of such Extension Period, and to seek to compel an earlier assumption or rejection, upon prior notice to counsel for the Debtors, counsel for any statutory committee, and the United States Trustee.

6. Given that the Extension Motion expressly reserves Debtors' right to seek additional extensions of the period to assume or reject the Leases, the landlords affected by the Extension Period should also be permitted to reserve the right to establish later, in the event of changed circumstances, that cause exists to shorten the Extension Period with regard to a particular Lease.

7. Furthermore, Circuit City Stores, Inc. has not paid, at a minimum, its currently due and owing November rental obligations to Landlord, and Landlord expressly reserves the right to seek to compel payment from Debtors. Indeed, according to numerous objections filed in these cases to the Debtors' Extension Motion, Debtors have not met their rental obligations to many of the affected landlords. Pursuant to Bankruptcy Code section 365(d)(3), the Court should condition its grant of Debtors' requested Extension Period on Debtors' immediate performance of all current post-petition obligations, and Debtors' timely performance of all future post-petition obligations, under the Leases, including the payment of administrative rent, until such Leases are assumed or rejected.

8. To the extent not inconsistent with the objections asserted herein, Landlord joins in the objections to the Extension Motion filed by other landlords in the Debtors' bankruptcy cases.

CONCLUSION

WHEREFORE, Landlord respectfully requests that the Court condition any grant of the relief requested by Debtors in the Extension Motion on the Debtors' timely performance of all

post-petition obligations under 11 U.S.C. § 365(d)(3) and the right of any affected landlord to seek to compel an earlier assumption or rejection and requests that the Court grant such other and further relief as is just.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing was served on December 3, 2008, (a) by the Electronic Case Filing system to the parties on the clerk's list who receive electronic notification of filings and (b) by first-class mail, postage prepaid, to the parties on the attached service list.

/s/ David E. Hawkins
One of Counsel